

EXHIBIT K

REIT PROVISIONS

Licensee's REIT Representations, Warranties and Covenants. Licensor's direct or indirect parent (a [STATE] real estate investment trust) is a real estate investment trust ("REIT"). In connection with certain REIT source of income laws and regulations ("REIT Rules") applicable to Licensor, Licensee represents, covenants and warrants to Licensor as of the date hereof and continuing for the Term:

1. Licensee is a provider of the Services it provides Tenants from time to time as permitted hereby;
2. Licensee does not and shall not offer any Services to Tenants that it does not customarily offer to its other business customers.
3. Licensee has not and shall not customize any Services it provides to Tenants in order to fit a Tenant's particular needs (however, Licensee may offer its customers, including Tenants, a menu of some or all of the Services it provides to Tenants that are customarily available to customers of Licensee, and such customers, including Tenants, can choose such Services they wish to receive from that menu);
4. Licensee will not offer or provide, without Licensor's prior written consent, any telecommunications or other service at the Building other than (i) telephone and other communications, (ii) e-mail, (iii) video communications, (iv) electronic research, (v) internet access, including security services (e.g. firewall services), and (vi) communications networking; and
5. Upon written request from Licensor from time to time, Licensee will inform Licensor of (i) the Tenants to which Licensee is providing any Services and (ii) the types of telecommunications or other services that Licensee is providing to such Tenants, and Licensee will make reasonable efforts to cooperate with Licensor to ensure that Licensor does not fail to qualify as a REIT, or otherwise incur non-qualifying income, for reasons relating to the terms of, or Services provided under, this License.

EXHIBIT L

RULES AND REGULATIONS

EXHIBIT M

LICENSE FEES AND OTHER FINANCIAL PROVISIONS

EXHIBIT N

BUILDING SECURITY PROCEDURES

Schedule A

Schedule B

Emergency Generator Rider

All capitalized terms herein shall have the meaning ascribed to them in Exhibit A to the Agreement, unless expressly defined elsewhere in the Agreement or herein.

Licensee, subject to Licensor's review and approval of Licensee's plans therefor, shall have the right to install a ___ kilowatt supplemental generator (for purposes of this Schedule B, the "Generator") to provide emergency additional electrical capacity to the Equipment during the License Term. The Generator shall be placed at the location outlined on Schedule A attached to this Schedule B (for purposes of this Schedule B, the "Generator Area"). Notwithstanding the foregoing, Licensee's right to install the Generator shall be subject to Licensor's approval of the manner in which the Generator is installed and the manner in which any cables are run to and from the Generator to the Equipment and the measures that will be taken to eliminate any vibrations or sound disturbances from the operation of the Generator, including, without limitation, any necessary 2 hour rated enclosures or sound installation. Licensor shall have the right to require a reasonably acceptable enclosure to hide or disguise the existence of the Generator and to minimize any adverse effect that the installation of the Generator may have on the appearance of the Building and Property. Licensee shall be solely responsible for obtaining all necessary governmental and regulatory approvals and for the cost of installing, operating, maintaining and removing the Generator. Licensee shall not install or operate the Generator until Licensee has obtained and submitted to Licensor copies of all required Permits necessary for the installation and operation of the Generator. In addition to, and without limiting Licensee's obligations under the Agreement, Licensee shall comply with all applicable environmental and fire prevention Laws pertaining to Licensee's use of the Generator Area. Licensee shall also be responsible for the cost of all utilities consumed in the operation of the Generator. Notwithstanding anything herein to the contrary, if Licensee does not install the Generator on or before _____, 200_, or if Licensee, after installation, permanently removes the Generator from the Generator Area for reasons other than the repair and replacement of the Generator, Licensee's right to install and maintain the Generator and to use the Generator Area shall be null and void.

Licensee shall be responsible for assuring that the installation, maintenance, operation and removal of the Generator shall in no way damage any portion of the Building or Property. To the maximum extent permitted by applicable law, the Generator and all appurtenances in the Generator Area shall be at the sole risk of Licensee, and Licensor shall have no liability to Licensee if the Generator or any appurtenances are damaged for any reason, except to the extent caused by the negligence or willful misconduct of Licensor or its agents. Licensee agrees to be responsible for any damage caused to the Building or Property in connection with the installation, maintenance, operation or removal of the Generator and, in accordance with the terms of Section 7 of the Agreement, to indemnify, defend and hold Licensor and the other Indemnities harmless from all Claims, except to the extent caused by the negligence or willful misconduct of Licensor or its agents, including, without limitation, reasonable architects' and attorneys' fees (if and to the extent permitted by applicable law), which may be imposed upon, incurred by, or asserted against Licensor or any of the other Indemnities in connection with the installation, maintenance, operation or removal of the Generator, including, without limitation, any environmental and Hazardous Materials claims. In addition to, and without limiting Licensee's obligations under the License, Licensee covenants and agrees that the installation and use of the Generator and appurtenances shall not adversely affect the insurance coverage for the Building. If for any reason, the installation or use of the Generator and/or the appurtenances shall result in an increase in the amount of the premiums for such coverage, then Licensee shall be liable for the full amount of any such increase.

Licensee shall be responsible for the installation, operation, cleanliness, maintenance and removal of the Generator and the appurtenances, all of which shall remain the personal property of Licensee, and shall be removed by Licensee at its own expense at the expiration or earlier termination of the License. Licensee shall repair any damage caused by such removal, including the patching of any holes to match, as closely as possible, the color surrounding the area where the Generator and appurtenances were attached. Such maintenance and operation shall be performed in a manner to avoid any unreasonable interference with any other licensees, Tenants or Licensor. Licensee shall take the Generator Area "as is" in the condition in which the Generator Area is in as of the Commencement Date, without any obligation on the part of Licensor to prepare or construct the Generator Area for Licensee's use or occupancy. Without limiting the foregoing, Licensor makes no warranties or representations to Licensee as to the suitability of the Generator Area for the installation and operation of the Generator. Licensee shall have no right to make any material changes, alterations, additions, decorations or other improvements to the Generator Area without Licensor's prior written consent. Licensee agrees to maintain the Generator, including without limitation, any enclosure installed around the Generator in good condition and repair. Licensee shall be responsible for performing any maintenance and improvements to any enclosure surrounding the Generator so as to keep such enclosure in good condition.

Licensor shall have the right to approve, in its sole discretion, Work Plans for improvements or alterations with respect to any Generator.

Licensee shall not engage, or cause or permit the engagement of, any contractor or subcontractor to perform installations, replacements, repairs or alterations to the Generator without the prior written approval of Licensor, which approval shall not be unreasonably withheld or delayed; *provided, however*, that Licensor may, in its sole discretion, designate a contractor or subcontractor to be engaged to perform any of the above-described work to any Generator, which contractor or subcontractor Licensee shall use for all such work to any Generator that is necessitated by Licensee's use of such Generators.

Licensee, upon prior notice to Licensor and subject to the Rules and Regulations, shall have access to the Generator and its surrounding area for the purpose of installing, repairing, maintaining and removing said Generator.

Licensee shall only test the Generator before or after Normal Business Hours and at a time mutually agreed to in writing by Licensor and Licensee in advance. Licensee shall be permitted to use the Generator Area solely for the maintenance and operation of the Generator, and the Generator and Generator Area are solely for the benefit of Licensee. All electricity generated by the Generator may only be consumed by Licensee in the Building.

Licensor shall have no obligation to provide any services, including, without limitation, electric current, to the Generator Area.

Licensee shall have the right to sublet the Generator Area or to assign its interest hereunder under the same terms and conditions as a sublet or an assignment of the Agreement.

Notwithstanding anything to the contrary contained herein, if at any time during the Term Licensor determines in its reasonable discretion, that the Generator and/or any appurtenances interfere with the operations of the Building or the operations of any of the Tenants, then Licensee shall, upon notice from Licensor, cease any further operation of the Generator. From and after such notice by Licensor, Licensee shall have no further right to operate the Generator unless and until Licensee shall have redesigned and modified the Generator, and/or installations in a manner approved by Licensor, *provided however*, that Licensor's approval of such redesign and modification

shall constitute the mere permission to operate the Generator, which permission shall in no event be construed to abrogate or diminish Licensor's rights or Licensee's obligations under the License.

During the Term, Licensee shall pay Licensor, as additional License Fees in the manner described in _____ the Agreement, the sum of \$____ per _____, plus applicable tax thereon if any, for the Generator Area licensed by Licensee hereunder.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Emergency Generator Rider in multiple original counterparts as of the day and year first above written.

LICENSOR:
[INSERT LICENSOR NAME]

By: _____
Name:
Title:

LICENSEE:
[INSERT LICENSEE NAME]

By: _____
Name:
Title:

Schedule C

Work Plan Rider

THIS WORK PLAN RIDER (this "Rider") is made part of that certain Telecommunications License Agreement (the "Agreement") dated _____, _____, by and between _____, a(n) _____ ("Licensor"), and _____, a(n) _____ ("Licensee"). This Rider and the Agreement shall be referred to collectively herein as the "License."

Capitalized Terms. Any capitalized terms used but not defined in this Rider shall have the meaning given them in the Agreement.

Prior to commencing any work or installing or allowing any Equipment to be installed in or on the Premises, Licensee, at its sole cost and expense, shall submit to Licensor, for Licensor's written approval, detailed plans and specifications (which includes any amendments to or revisions thereof) of the planned installation, including details of the size and location of Equipment, use of all components of the Premises, and any plans for accessing the Building's Communications Spaces and Pathways in order to provide service to Tenants (the "Work Plan").

Licensee shall submit to Licensor its detailed plans and specifications with a notice, in BOLD type, on the first page of the Work Plan stating that: "THIS IS A REQUEST FOR YOUR APPROVAL. YOUR FAILURE TO RESPOND MAY CONSTITUTE APPROVAL OF THIS REQUEST." Licensor shall have _____ () days from the date Licensor receives Licensee's request to reasonably approve, deny or request modifications or additions to the Work Plan. If Licensor reasonably disapproves Licensee's Work Plan, including modifying the Work Plan or requesting additional information, Licensee may revise its Work Plan to respond to Licensor's reasonable objections and resubmit the revised Work Plan, including any additional information Licensor may have requested, to Licensor within _____ () days after Licensee receives Licensor's response. Licensor then has _____ () days from the date Licensor receives Licensee's response to reasonably approve or disapprove the Work Plan. Licensor and Licensee may continue the foregoing response and resubmission mechanism until Licensee's Work Plan have been approved or reasonably finally disapproved by Licensor or until Licensee issues a notice to Licensor that Licensee shall not resubmit its Work Plan, in which case this Agreement shall be deemed terminated on the day Licensor issues Licensor's notice of final disapproval or on the date Licensor receives a termination notice from Licensee. Licensor's failure to respond to Licensee's initial request for approval or any subsequent request for approval as to resubmitted Work Plan, shall constitute Licensor's approval of such request.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Work Plan Rider in multiple original counterparts as of the day and year first above written.

LICENSOR:

LICENSEE:

[INSERT LICENSOR NAME]

[INSERT LICENSEE NAME]

By: _____
Name:
Title:

By: _____
Name:
Title:

Schedule D

Insurance Rider

THIS INSURANCE RIDER (this "Rider") is made part of that certain Telecommunications License Agreement (the "Agreement") dated _____, _____, by and between _____, a(n) _____ ("Licensor"), and _____, a(n) _____ ("Licensee"). This Rider and the Agreement shall be referred to collectively herein as the "License."

Capitalized Terms. Any capitalized terms used but not defined in this Rider shall have the meaning given them in the Agreement.

Insurance Maintained by Licensor. Licensor shall maintain fire and extended coverage insurance on the Building in commercially reasonable amounts. Such insurance shall be maintained at the expense of Licensor and payments for losses thereunder shall be made solely to Licensor and/or the mortgagees of Licensor as their interests shall appear. Licensor's insurance policies shall contain waiver of subrogation.

Insurance Maintained by Licensee. Prior to the commencement of any work, Licensee shall obtain and maintain, with carriers which at all times during the term of this Agreement maintain an A.M. Best rating of A/VIII or Standard and Poor's Insurance Solvency Review of A- or better, at its own expense, in amounts not less than those specified below, the following insurance:

In an amount equal to full replacement costs, all-risks property insurance (including, without limitation, sprinkler leakage and water damage) on all of its personal property, whether owned or leased, including removable trade fixtures and including the Equipment.

Workers' Compensation insurance in accordance with the laws of the state in which the Building is located.

Employers' liability insurance in an amount not less than [\$_____].

Commercial General Liability Insurance on an "occurrence basis" with a combined single limit per location of not less than [\$_____] per occurrence. The Commercial General Liability Insurance shall also include independent contractors coverage, broad form property damage endorsement, coverage for collapse, explosion and underground property damage, products liability and completed operations coverage for a two-year period following acceptance of the work, an endorsement naming Licensor, Building Manager and Indemnitees as additional insureds, and blanket contractual liability insurance covering all indemnity agreements. The Commercial General Liability Insurance shall also include provisions for cross-liability and severability of interests, and an endorsement providing that the insurance afforded under Licensee's policy is primary insurance as respects Licensor and that any other insurance maintained by Licensor is excess and non-contributing with the insurance required hereunder.

Business Automobile Liability Insurance covering owned, hired and non-owned vehicles with limits of \$_____ and a combined single limit of \$_____ for bodily injury liability and property damage liability.

Builder's Risk insurance during construction.

Excess liability (umbrella liability insurance) with limits of [\$_____].

All Risk Property Insurance covering all contractor's materials, equipment and supplies which are not paid for by Licensor and not intended to become a permanent part of the Building until completion and Final Acceptance (as described below) of the work by Licensor. Coverage is to be on a replacement cost basis and is to include the interests of Licensor, as its respective interests may appear.

All of Licensee's insurance required by this Agreement shall, without liability on the part of Licensor for premiums thereof, include the following: an endorsement providing Licensor, Indemnitees and Building Manager _____ () days' prior notice of cancellation, non-renewal or material changes to the terms of coverage to each named insured; and waiver of subrogation rights by Licensee in favor of Licensor, Building Manager and Indemnitees. Licensee shall, at Licensor's request from time to time, provide Licensor with a current certificate of insurance evidencing Licensee's compliance with this Schedule D.

Any type of insurance or any increase of its limits of liability not described above which Licensee requires for its own protection, or on account of statute, shall be its own responsibility and at its own expense.

The carrying of the insurance described herein shall in no way be interpreted as relieving either party of any responsibility or liability under this Agreement.

Should Licensee engage a contractor or subcontractor, the same conditions applicable to Licensee under this Agreement shall apply to each contractor or subcontractor, including but in no way limited to the indemnity and insurance clauses.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Insurance Rider in multiple original counterparts as of the day and year first above written.

LICENSOR:

LICENSEE:

[INSERT LICENSOR NAME]

[INSERT LICENSEE NAME]

By: _____
Name:
Title:

By: _____
Name:
Title: